

## AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT

AT

National Aeronautics and Space Administration (NASA)  
Headquarters Building  
300 E. Street SW, Washington, DC,  
January 24, 2010

SECTEK, Inc and the International Union, Security, Police and Fire Professionals of America (SPFPA), enter into the following terms of this Amendment which will become part of the current Collective Bargaining Agreement that has a March 1, 2009 effective date as is with the current exceptions:

**Agree to amend Article 1 Recognition to read as follows:**

### 1.2 - Employees.

Whenever used in this Agreement, the term "employees" shall mean all full-time and part-time security officers, shift supervisors, security assistants, and security specialists employed by the Employer, and excluding temporary personnel as defined in Section 1.4 of this Agreement, managerial personnel as defined by the National Labor Relations Act, and all other personnel. It is expressly agreed and understood between the parties that persons enrolled or participating in pre-assignment training programs offered by the Company shall not be considered employees under this Section 1.2.

**Agree to amend Article 20 Scope of Agreement to read as follows:**

### 20.1 – Duration.

This Agreement shall be effective as stated in the Preamble of this Agreement and shall remain in force and effect until 2400 hours on 02/29/13. It is expressly agreed and understood that the provisions of this Agreement, including but not limited to wages and health/welfare rates and other benefits, are the product of concessions and compromises by the parties during the negotiations which resulted in this Agreement. It is also expressly agreed and understood that the provisions of this Agreement contain and comprise the entire agreement and understanding between the parties, and supersedes any and all prior agreements or understandings between the parties, including and not limited to all prior wage and health/welfare rates and other benefit or obligations or requirements of the Company.

Agree to amend Appendix "A" to read as follows:

**APPENDIX "A"**

**1. WAGE SCHEDULE**

The following shall be the straight time hourly rate of pay for the period designated:

TITLE	Current	03/01/11 to 02/29/12	03/01/12 to 02/29/13
Armed Lieutenant (ALT) Shift Supervisor	\$24.15	\$24.81	\$25.49
Unarmed Lieutenant (ULT) Shift Supervisor	\$22.57	\$23.19	\$23.83
Armed Security Officer (ASO)	\$22.15	\$22.81	\$23.49
Unarmed Security Officer (USO)	\$20.57	\$21.19	\$21.83
Security Assistant (SASST)	\$22.81	\$23.49	\$24.19
Security Specialist (SSP)	\$30.40	\$31.31	\$32.25

**2. HEALTH AND WELFARE (H&W)**

Eligible Union employees shall participate in the SPFPA Health Trust Plan. Any residual Union H&W credits not used to purchase benefits will be paid to Employee in cash, and included in Employee's semi-monthly paycheck as taxable income.

If Employee elects benefits that exceed the total Union H&W contribution, the excess cost will be paid by the Employee in the form of a payroll deduction.

Money deducted for Union H&W Plan benefits will be sent to the designated union Third Party Administrator (The Boon Group) monthly within 15 days of the close of the month prior.

The following H&W contribution represents the Company's maximum obligation/contribution per regular hours worked up to forty (40) hours per week, for the period designated:

Effective Dates	Current	03/01/11 to 02/29/12	03/01/12 to 02/29/13
Rate	\$3.65	\$3.75	\$3.85

If an Employee covered by Union benefits goes into an unpaid status for more than one pay period for any reason, it is the employee's responsibility to coordinate continued coverage with the Union and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

### **3. UNIFORM ALLOWANCE**

The Company shall provide at no cost to all security officers, uniforms and other equipment as required under the Company's guard service contract. Employees shall maintain uniforms and equipment issued to them, and maintains their personal appearance in accordance with Company and government policy.

The Company shall pay each employee the sum of Sixty cents (\$ .60) for each regular hour worked (up to forty hours per week) to launder, repair and maintain Company-issued uniforms and equipment, including the replacement of uniform patches and badges that are directed to be replaced by the Company at its discretion.

Upon termination of employment, Company issued clothing and equipment shall be returned to the Company immediately. The Union agrees that all employees, as a condition of employment or continued employment, shall provide written authorization allowing the Company to deduct from the employee's final paycheck, the cost of all unreturned issued clothing and equipment. The deduction for such missing items not returned shall be the cost to the Company.

### **4. WORKERS' COMPENSATION**

The Company shall provide workers' compensation insurance to all employees to be calculated at the applicable state premium rates effective.

### **5. UNION PENSION/401 (K) PLAN**

The Company shall participate in the SPFPA TAFT HARTLEY 401K PLAN. The negotiated pension monies will be sent to the SPFPA TAFT HARTLEY 401K PLAN within 15 calendar days from the month prior.

The following pension contribution represents the Company's maximum obligation/contribution per regular hours worked up to forty (40) hours per week, for the period designated:

Effective Dates	Current	03/01/11 to 02/29/12	03/01/12 to 02/29/13
Rate	\$0.80	\$0.90	\$1.00

### **6. PERSONAL/SICK LEAVE**

A. Effective March 1, 2011, all non-probationary, full time employees employed as of said date will accrue 2.34 hours per pay period (24 pay periods in one year = 56 hours or 7 days)

B. Effective March 1, 2012, all non-probationary, full time employees employed as of said date will accrue 2.67 hours per pay period (24 pay periods in one year = 64 hours or 8 days)

C. Unused PSL will be paid out to active employees on the first payroll date following December 31<sup>st</sup> of each calendar year and will be included in the employee's regular paycheck.

D. Employees taking personal/sick days are required to arrange personal/sick leave with their supervisor prior to taking the time off or utilize the normal call-off procedures if the time off was not authorized in advance.

E. Employees shall be compensated for personal/sick days at their straight-time rate of pay in effect at the time the personal/sick leave is taken. Personal/sick leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. The company may require that employees taking leave under this Article shall not take it in less than four (4) hour increments.

F. An employee who is unable to perform the functions of his or her position because of illness, injury, expired certifications, or any other reason, will be required to use any accrued but unused leave time (to include vacation time) prior to going into an unpaid status.

## **7. VACATION**

A. Vesting of vacation is based upon vacation earned by the employee with continuous service, without a break in service, in accordance with the Service Contract Act as shown in the following schedule:

<b>Service Completed</b>	<b>Vacation Period</b>	<b>Vacation Pay</b>	<b>Semi-monthly Accrual Rate</b>
After 1 Year	2 Weeks	80 Hours	3.33 Hours
After 5 Years	3 Weeks	120 Hours	5 Hours
After 10 Years	4 Weeks	160 Hours	6.67 Hours
After 15 Years	5 Weeks	200 Hours	8.34 Hours

Vacation shall not vest and full time employees shall not be entitled to vacation under the above schedule until the employee has completed twelve (12) months of employment. Part time employees' vacation entitlement is prorated based on actual hours worked in the one year prior to their seniority date. If an employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessor, the employee shall not be entitled to any vacation pay.

The length of eligible service is calculated on the basis of the 12 month period that begins with the employee's start date on contract (new employees) or, in the case of incumbent employees from a predecessor contract, the employee's date of hire with the predecessor contractor, or in the case of division transfers, the employee's seniority date as shown in the company records.

Following the first full year of service, the full time employee will accrue vacation each semimonthly pay period as indicated in the table above. Part time employees' vacation will be prorated based on actual hours worked in the pay period.

B. Vacation leave shall be taken at such times mutually convenient to the employee and to the Company. Conflicting vacation requests not timely submitted shall be resolved in order of receipt by the Company (i.e. "first come, first serve"). Conflicts in vacation requests timely submitted shall be resolved by seniority.

All vacation requests shall be made at least thirty (30) days in advance of the date the requested vacation is to begin and shall be submitted on a form to be provided by the Company. The company may require that employees taking leave under this Article shall not take it in less than 8 hours increments. No more than five percent (5%) of the workforce may be on vacation at any time. It is expressly agreed and understood between the parties that any alleged violation of this Article shall be subject to the grievance procedures set forth in Articles 13.1 through 13.5 but shall not be subject to the arbitration procedures. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Article 13 shall be final and binding.

C. Eligible part time employees shall be entitled to pro-rated vacation pay at their straight time rate based on the number of hours worked in the previous year based on the employee's seniority date. For example, part-time employees who have been continuously employed for one (1) year and who, on average, worked twenty (20) hours per week the prior year would be eligible to receive one (1) week paid vacation based on forty (40) hours at their straight time rate of pay.

D. An employee may not carry over more than 120 hours from one calendar year to the next. Vacation hours in excess of 120 hours shall be paid on the first payroll date following December 31<sup>st</sup>. At the time of termination of employment, employees shall be paid for any accrued and unpaid vacation hours providing they have been employee for more than one (1) year.

E. Employees shall be compensated for vacation at their straight time rate of pay in effect at the time the vacation leave is taken. Vacation leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

## **8. HOLIDAYS**

A. All full time employees shall be paid eight (8) regular straight time hours for the following holidays:

New Years Day	Memorial Day	Columbus Day	Christmas Day
Martin Luther King Day	Independence Day	Veteran's Day	
President's Day	Labor Day	Thanksgiving Day	

When any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on the same day as observed by the Government. Any holiday declared by Presidential Proclamation, that specifically includes contractors and the services they provide, will be observed as specified in the proclamation.

B. An eligible full time employee who is not required to work on a holiday shall be paid eight (8) hours pay at his or her straight time rate of pay. An eligible full time employee assigned to work on a holiday will receive their straight time wage for all hours worked plus the eight (8) hours holiday pay specified above.

C. In order for an employee to qualify for a paid holiday, the employee must have worked his/her regularly scheduled work day immediately preceding the holiday and the employee's regularly scheduled work day immediately following the holiday.

D. An employee eligible to receive holiday pay that is scheduled to work on a holiday and who after being scheduled, refuses or fails to report to work, shall not receive holiday pay and shall be subject to disciplinary action as applicable.

E. In the event that one of the holidays occurs during the employee's paid time off, the employee will receive holiday pay instead of paid time off benefits that would have otherwise applied.

F. An eligible part time employee who is not required to work on a holiday shall be paid a proration of the full time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (X0.2). An eligible part time employee assigned to work on a holiday will receive his or her straight time wage for all hours worked plus a pro-ration of the full time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (X0.2).

G. Hours which an employee does not work but for which he or she is compensated under this Article shall not be considered hours worked for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

## **9. BEREAVEMENT LEAVE**

In the event of a death in the immediate family of a full time employee, the employee will be granted bereavement leave of up to three (3) work days with pay. Bereavement pay will not be used for the purposes of computing overtime and will be paid at the employee's straight-time pay rate at the time the leave was taken. For those employees having to travel 400 miles or more, the bereavement allowance is five (5) days paid leave. These three (3) or five (5) days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed without prior approval from the Corporate office. For this purpose of this Article, immediate family is defined as:

Spouse	Child/step-child/foster child	Siblings/step-siblings
Parents (including in-laws)	Step-parents/foster parents	Son-in-law/daughter-in-law
Grandparents/grandchildren	Legal guardian or <i>in loco parentis</i>	

The Company may require the employee to substantiate the need for the leave.


For the Company:



Dennis Roberts,  
Sr Vice President  
SECTEK, Inc

Date: 1/25/11

For the Union:



Rick O'Quinn  
Vice President, Region 2  
IUSPFPA

Date: 01/25/11

